

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE Oct 19, 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/JOHN F. KENNEDY SPACE CENTER MAIL CODE SEB-2/ESC KENNEDY SPACE CENTER, FL 32899		CODE KSC	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. NNK09294259J
	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) Sep 30, 2009
	<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attached replacement page 27 for changes to Clause B.6 Special Cost Requirements, paragraph (c) Fringe Benefits and paragraph (d) Transfer of Accrued Benefits of the DRAFT RFP.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY KISS CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

## (c) Fringe Benefits

The Contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable, but in any event, prior to such changes being implemented. Fringe benefits costs shall comply with FAR 31.205-6(m). Fringe benefits include, but are not limited to, such items as health insurance, life insurance, pension plans, retiree health care, savings plans, bonus plans, education assistance and leave policies. Failure to comply with the terms of this clause may result in the disallowance of costs. *Costs associated with sick leave hours shall be allowable costs for reimbursement under this contract only when used by the employee, and shall be allowable only to the extent used by the employee to receive pay for hours off work for approved medical purposes during a duty tour. All other lump sum or other payments for sick leave shall be considered expressly unallowable costs under this contract.*

## (d) RESERVED

## (e) Contract Expiration and Severance Pay

Severance pay shall be allowable as provided by FAR 31.205-6(g). However, termination of employment related to contract expiration shall not be considered to be an involuntary termination as defined by FAR 31.205-6(g). Accordingly, any payment in addition to regular salaries and wages that is made as a result of or in connection with the expiration of any basic, option, or extended period of contract performance shall be an unallowable cost. Any termination effective within 60 days of contract expiration shall be presumed to be a result of or in connection with contract expiration.

## (f) Relocation Costs

Reimbursement for relocation costs shall be in accordance with the provisions of FAR 31.205-35, *Relocation Costs*. No relocation costs shall be reimbursable under this contract for employees whose residence at the time of hiring or assignment to this contract was within a fifty (50) mile radius of Kennedy Space Center, Florida.

## (g) Costs Not Subject to Fee

The Contractor shall not apply fee to the non-labor cost of the following items: equipment, special tooling, special test equipment, materials and supplies (including materials and supplies procured through subcontracts), interdivisional transfers (material only), relocation costs, leases, software licenses, maintenance agreements, travel and training.

(End of clause)